

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 18-50378

ERP IRON ORE, LLC,

Chapter 11

Debtor.

**NOTICE OF (1) FILING OF PURCHASE AGREEMENTS ENTERED INTO BY AND
BETWEEN THE DEBTOR AND THE SUCCESSFUL BIDDERS IN CONNECTION
WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS AND (2)
WITHDRAWAL OF THE DEBTOR'S FIRST AMENDED PLAN OF
REORGANIZATION DATED SEPTEMBER 19, 2018**

PLEASE TAKE NOTICE that, on September 25, 2018, the above-captioned debtor and debtor in possession (the "Debtor") filed the Motion to Approve (1) the Sale of All or Substantially All of the Debtor's Real Estate and Fixtures and Personal Property Free and Clear of Liens and Interests and (2) Authorizing Assumption and Assignment of Certain Executory Contracts and Leases [Docket No. 230] ("Motion") in accordance with the Bidding Procedures [Docket No. 202] approved on August 30, 2018, by that certain Order Granting and Approving the Debtor's Motion for Expedited Relief and Order Approving Bidding Procedures for the Sale of Assets and Granting Other Related Relief [Docket No. 197] (the "Bidding Procedures Order"). The Sale Hearing (as defined in the Motion) is scheduled for October 24, 2018.

PLEASE TAKE FURTHER NOTICE that an Auction for substantially all of the Minnesota Assets was commenced on October 16, 2018 at 1:00 p.m., and concluded at approximately 4:00 p.m. on October 16, 2018. As set forth in the record, at the conclusion of the Auction, the Debtor selected a bid in the amount of \$6,810,000 from PPL Acquisition Group, LLC ("PPL"), as the Successful Bidder of the Minnesota Assets subject to approval, PPL committed to close by November 15, 2018 and allocated 93% of its bid to Plant 4 assets. The Purchase Agreement submitted by PPL is attached hereto as Exhibit A¹, which (1) EXCLUDES THE RATLA (as defined in the Bidding Procedures) and (2) remains subject to satisfaction of a contingency read into the record at the Auction, specifically that the tenant obligations ("State Indemnification") under Section 38 of that certain Waiver and Amendment to Lease with the State of Minnesota dated December 14, 2016 are effectively removed or eliminated as to the Successful Bidder prior to the Sale Hearing.

¹ The Purchase Agreements are filed with this Notice. Any party receiving this Notice by mail may obtain a copy of the Agreements from the undersigned counsel at wrtansey@ravichmeyer.com.

PLEASE TAKE FURTHER NOTICE that an Auction for the Indiana Assets was commenced on October 16, 2018 at 10:00 a.m., and concluded at approximately 10:15 a.m. on October 16, 2018. As set forth in the record, at the conclusion of the Auction, the Debtor selected a \$15,000,000 bid from Altos Hornos de Mexico, S.A.B. de C.V. ("AHMSA"), as the Successful Bidder of the Indiana Assets. AHMSA'S BID EXCLUDES THE INDIANA REAL PROPERTY AND EXECUTORY CONTRACTS AND THE RATLA (as defined in the Bidding Procedures). The Purchase Agreement submitted by AHMSA is attached hereto as **Exhibit B**². The sale is not contingent on approval of the Minnesota Asset sale or the contingency related to the State Indemnification.

FINALLY, PLEASE TAKE NOTICE that the Debtor has withdrawn its First Amended Plan.

Dated: October 17, 2018

RAVICH MEYER KIRKMAN McGRATH
NAUMAN & TANSEY,
A PROFESSIONAL ASSOCIATION

By /e/ Will R. Tansey
Will R. Tansey #323056

150 South Fifth Street, Suite 3450
Minneapolis, MN 55402
Telephone: (612) 332-8511
Facsimile: (612) 332-8302

ATTORNEYS FOR DEBTOR

² The Purchase Agreements are filed with this Notice. Any party receiving this Notice by mail may obtain a copy of the Agreements from the undersigned counsel at wrtansey@ravichmeyer.com.

EXHIBIT A

FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into by and between ERP Iron Ore, LLC, a Virginia limited liability company ("Debtor"), and PPL ACQUISITION GROUP, LLC or its assign(s) a Delaware Limited Liability Company ("Buyer").

WITNESSETH:

BK
10/16/18

WHEREAS, Debtor is operating as a debtor in possession in *In re: ERP IRON ORE, LLC, Debtor*, under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court"), Bankruptcy Case No. 18-50378 (the "Bankruptcy Case");

WHEREAS, on _____, 2018, the Bankruptcy Court issued an Order (the "Bidding Procedures Order") approving Bidding Procedures for the sale of certain property owned by Debtor (the "Bidding Procedures");

WHEREAS, capitalized terms used in this Agreement without definition have the meanings given to those terms in the Bidding Procedures;

WHEREAS, under and in accordance with the Bidding Procedures, Buyer is submitting this Agreement to Debtor as a bid for the Assets (the "Property") described in Exhibit A attached hereto and hereby made a part hereof (the "Property Schedule"); and

WHEREAS, if Buyer is the Successful Bidder for the Property, Buyer will purchase the Property from Debtor, and Debtor will sell the Property to Buyer, in accordance with the terms and upon the conditions contained in this Agreement.

NOW, THEREFORE, pursuant to the foregoing recitals, which are an integral part hereof, and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Buyer and Debtor (the "Parties") hereby agree as follows.

1. BID - PURCHASE AND SALE.

- a. This Agreement, as executed and submitted to Debtor by Buyer, is a bid for the Property under the Bidding Procedures. If Buyer is the Successful Bidder for the Property, Debtor will sell the Property to Buyer, and Buyer will purchase the Property from Debtor, in accordance with the terms and upon the conditions contained in this Agreement.
- b. This Agreement is binding upon Buyer upon execution and submission to Debtor (notwithstanding the fact that it is not then signed by Debtor) and is not cancelable, terminable, or revocable by Buyer except as provided in **Section 8** below.

all of the Debtor's assets shall be sold hereunder shall be free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances to attach to sale proceeds

- c. Without limiting any of the other provisions of the Bidding Procedures, Buyer acknowledges that (i) this Agreement may become the Successful Bid, and Buyer the Successful Bidder, for the Property under **Article VIII** of the Bidding Procedures concerning Back-Up Bidders, and (ii) in such event, this Agreement obligates Buyer to purchase the Property as a Back-Up Bidder.

*BA
10/16/18*

d.

2. PURCHASE PRICE.

- a. The purchase price of and for the Property hereunder is as set forth in the Property Schedule (the "Purchase Price").
- b. Buyer is providing Debtor the Good Faith Deposit that is shown in the Purchase Schedule with Buyer's submission of this Agreement to Debtor.
- c. Buyer will pay the Purchase Price to Debtor as follows:
 - i. by Debtor's retention of the Good Faith Deposit; and
 - ii. the remainder of the Purchase Price in cash or other immediately available funds at the Closing (as that term is defined below).
- d. For any and all purposes, the Purchase Price will be allocated among the items comprising the Property in the manner shown in the Property Schedule.

3. REAL PROPERTY.

- a. The provisions of this **Section 3** apply to that part of the Property, if any, that is real estate and/or improvements thereon (the "Real Property").
- b. Real estate, related tangible personal property, and/or other taxes payable with respect to the Real Property in the year of the Closing will be prorated between Debtor and Buyer on the basis of the number of days in the year of the Closing, before (and excluding) the Closing Date (as that term is defined below) as to Debtor, and after (but including) the Closing Date as to Buyer. All special assessments levied and/or pending against the Real Property as of the Closing will be assumed in full by Buyer effective as of the Closing.
- c. All costs of utilities and operating expenses relating to the Real Property will be prorated between Debtor and Buyer on the basis of the number of days in the applicable billing or payment periods, before (and excluding) the Closing Date as to Debtor, and after (but including) the Closing Date as to Buyer.
- d. If, prior to the Closing, the Real Property is damaged by fire or other casualty, Buyer will have the right to terminate this Agreement by email notice to Debtor within five business days following Buyer's receipt of written notice of the

occurrence of that damage. Pending Buyer's exercise or waiver of that right, the Closing will be continued. If Buyer does not exercise that right, Debtor will, at the Closing, pay over to Buyer, and/or assign to Buyer the right to receive, any and all insurance proceeds payable to Debtor in respect of that damage.

- e. If, prior to the Closing, all or any portion of the Real Property is affected by a condemnation or a taking by eminent domain, or is the subject of any condemnation proceeding, Buyer will have the right to terminate this Agreement by written notice to Debtor within five business days of Buyer's receipt of written notice of that condemnation, taking or proceeding. Pending Buyer's exercise or waiver of that right, the Closing will be continued. If Buyer does not exercise that right, Debtor will, at the Closing, pay over to Buyer, and/or assign to Buyer the right to receive, any and all awards made or to be made to Debtor or in respect of the Real Property in that condemnation, taking or proceeding.

4. **DILIGENCE, AS-IS CONDITION, ETC.**

- a. BUYER ACKNOWLEDGES, AND REPRESENTS AND WARRANTS TO DEBTOR, THAT BUYER IS SOPHISTICATED IN TRANSACTIONS OF A TYPE SIMILAR TO THE PURCHASE OF THE PROPERTY UNDER THIS AGREEMENT AND THAT IT HAS HAD THE OPPORTUNITY TO PERFORM, AND HAS PERFORMED, SUCH EXAMINATIONS, INVESTIGATIONS, ANALYSIS AND SO-CALLED "DUE DILIGENCE" ACTIVITIES WITH REGARD TO THE PROPERTY AS IT HAS DETERMINED, IN ITS SOLE AND ABSOLUTE DISCRETION, TO BE NECESSARY IN CONNECTION WITH ITS PURCHASE OF THE PROPERTY (THE "DILIGENCE").
- b. DEBTOR IS SELLING THE PROPERTY TO BUYER, AND BUYER IS PURCHASING THE PROPERTY FROM DEBTOR ON AN "AS-IS", "WHERE IS", "WITH ALL FAULTS" BASIS, AND DEBTOR IS NOT MAKING, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER RELATING TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE PROPERTY, THE FUNCTIONALITY OR USABILITY OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE, TITLE TO THE PROPERTY, THE VALUE OF THE PROPERTY, OR THE COMPLETENESS OR ACCURACY OF ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE TO BUYER.
- c. BUYER ACKNOWLEDGES, AND REPRESENTS AND WARRANTS TO DEBTOR, THAT BUYER HAS NOT RELIED, AND IS NOT RELYING, ON ANY STATEMENTS, PROMISES, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, WHETHER WRITTEN OR ORAL, BY DEBTOR, JEFFRIES, DEBTOR'S LEGAL COUNSEL, OR ANY OTHER AGENT, REPRESENTATIVE, OR EMPLOYEE OF DEBTOR, OR ARISING UNDER APPLICABLE LAW, WITH REGARD TO BUYER'S DECISION TO

PURCHASE THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS, PROMISES, GUARANTEES, REPRESENTATIONS, OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY, THE FUNCTIONALITY OR USABILITY OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE, TITLE TO THE PROPERTY, THE VALUE OF THE PROPERTY, OR THE COMPLETENESS OR ACCURACY OF ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE TO BUYER.

- d. Buyer will indemnify and hold harmless Debtor, Jeffries, Debtor's legal counsel, and all other agents or representatives of Debtor from and against any and all losses, costs or damages, of whatever type, nature, or description, including reasonable attorneys' fees, incurred or suffered by Debtor in connection with or as a result of the Diligence. The provisions of this **Section 4(d)** will survive the Closing or the termination of this Agreement, as the case may be, and Debtor's remedies with respect to any failure of Buyer to perform its obligations under this **Section 4(d)** will not be limited by **Section 8(d)** below.

5. CLOSING.

- a. The closing (the "Closing") of the purchase and sale of the Property hereunder will occur on the first business day (the "Closing Date") ~~that is 10 days following the entry of the Sale Order (as that term is defined below).~~ *after 10* Except as Buyer and Debtor may otherwise agree in writing, the Closing will be performed via electronic image transmission, overnight courier, and electronic funds transfer. *BA 10/16/18*

- b. If the Property is or includes tangible personal property, then, at the Closing, Debtor will deliver to Buyer:

- i. a Bill of Sale for the Property (or the part thereof that is tangible personal property), which Bill of Sale will be in the form of **Schedule 5(b)** attached hereto and hereby made a part hereof; and
- ii. any certificates of title for the Property (or the part thereof that is personal property) that exist and are in Debtor's possession.

- c. If the Property is or includes Real Property, then, at the Closing, Debtor will deliver to Buyer:

- i. a Quit Claim Deed conveying Debtor's interest in the Real Property to Buyer (the "Deed"); and
- ii. a "non-foreign affidavit" containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code.

6. TRANSACTION COSTS. Each of the Parties will bear and pay those costs and expenses incurred by it or on its behalf in connection with the purchase and sale of the Property

hereunder, including, without limitation, attorneys' and accountants' fees, without contribution from the other Party; provided, however, that if the Property is or includes Real Property:

- a. Debtor will pay the cost to prepare the Deed;
- b. Buyer will pay the cost to record the Deed and any deed tax (or other transfer or similar taxes) relating to the Deed; and
- c. Buyer will pay the fees and costs charged by any title company or title insurer through which it elects to conduct the Closing.

7. CONTINGENCIES.

- a. Debtor's obligation to sell the Property under this Agreement is contingent upon:
 - i. the Bankruptcy Court having issued a final Order authorizing the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(f) (the "Sale Order") and
 - ii. Buyer having performed, in all material respects, all of the obligations that this Agreement requires Buyer to perform at or prior to the Closing.

If Debtor proceeds with the Closing, Debtor will be deemed to have waived any of the contingencies set forth in this **Section 7(a)** that are not then satisfied.

- b. Buyer's obligation to purchase the Property under this Agreement is contingent upon:
 - i. the Bankruptcy Court having issued the Sale Order; and
 - ii. Debtor having performed, in all material respects, all of the obligations that this Agreement requires Debtor to perform at or prior to the Closing.

If Buyer proceeds with the Closing, Buyer will be deemed to have waived any of the contingencies set forth in this **Section 7(b)** that are not then satisfied.

8. TERMINATION - REMEDIES.

- a. This Agreement will automatically terminate upon a return of the Good Faith Deposit to Buyer, or a forfeiture of the Good Faith Deposit to Debtor, under **Article IX** of the Bidding Procedures.
- b. This Agreement may be terminated as follows:

iii. The Property must include the equipment photographed by Buyer on October 16, 2018 during TA visits to Debtor's Plants 2 and 54 and Debtor's Jesse Lead Our Facility

{00418183 }

in form and substance acceptable to Buyer
BA 10/16/18

BA 10/16/18

- i. by Buyer, by written notice to Debtor, if Debtor breaches or violates this Agreement and fails to cure that breach or violation within 10 days following receipt of written notice thereof from Buyer;
 - ii. by Debtor, by written notice to Buyer, if Buyer breaches or violates this Agreement and fails to cure that breach or violation within 10 days following receipt of written notice thereof from Debtor; or
 - iii. by Buyer or Debtor, by written notice to the other, if the Closing has not occurred by 5:00 p.m., local time in Minneapolis Minnesota, on the date that is 30 days following the entry of the Sale Order, provided, however, that a Party may not terminate this Agreement under this **Section 8(b)(iii)** if that Party is then in breach or violation of this Agreement.
 - c. If Buyer terminates this Agreement under **Section 8(b)(i)** or **Section 8(b)(iii)** above, or if Debtor terminates this Agreement under **Section 8(b)(iii)** above, Debtor will return the Good Faith Deposit to Buyer within 10 days following the effective date of that termination.
 - d. Buyer's sole and exclusive remedies in the event of a breach or violation of this Agreement by Debtor, to the exclusion of all other remedies, whether at law or in equity, is the termination of this Agreement under **Section 8(b)(i)** above and the return of the Good Faith Deposit under **Section 8(c)** above. Without limiting the generality of the foregoing, and for the avoidance of any doubt or confusion in that regard, Buyer will not be entitled to specific performance or to any actual, consequential, punitive or other damages or costs.
 - e. If Debtor terminates this Agreement under **Section 8(b)(ii)** above, Debtor will retain the Good Faith Deposit as liquidated damages for the subject breach or violation by Buyer; provided, however, that this **Section 8(e)** will not operate to limit any of Debtor's remedies with respect to a failure of Buyer to perform its obligations under **Section 4(d)** above.
 - f. **Sections 4(d), 8(c), and 8(e)** of this Agreement, together with any other provisions of this Agreement that contemplate performance following the termination of this Agreement, will survive and continue in effect following any termination of this Agreement.
7. **NOTICES.** A notice from one of the Parties to the other under this Agreement will be in writing and will be considered to have been duly delivered or served if personally delivered, delivered by overnight courier, or sent by first class certified mail, return receipt requested, postage prepaid, to the proper Party at its address as set forth below or to such other address as such Party may hereafter designate by written notice to the other Party:

If to Debtor, to:

ERP Iron Ore, LLC
7908 US Highway 169, Suite B
Bovey, MN 55709
Attn: Todd Roth, CEO

With a copy to:

Ravich Meyer Kirkman McGrath Nauman & Tansey, P.A.
Attn: Will R. Tansey, Esq.
150 South Fifth Street, Suite 3450
Minneapolis, MN 55402

If to Buyer, to:

PPL Acquisition Group, LLC
105 Revere Dr.
Suite C
Northbrook, IL 60062

8. **NO THIRD PARTY BENEFICIARIES.** This Agreement is a contract solely between Buyer and Debtor. No third party beneficiaries (including, without limitation, employees and customers of Debtor) are intended hereunder and none will be inferred herein.
9. **BUSINESS DAYS.** As used in this Agreement, the term "business day" means a day that is not a Saturday, a Sunday, or a day on which United States government offices are closed. Whenever a time period specified in this Agreement ends on a day that is not a business day, that time period will be extended until the next subsequent business day.
10. **ASSIGNMENT.** Neither Party may assign any right or interest under this Agreement, or delegate any duty under this Agreement, without (a) the prior written consent of the other Party, and (b) any Order of the Bankruptcy Court that may be required under the Bankruptcy Code.
11. **BENEFIT.** This Agreement will inure to the benefit of and will be binding upon each of the Parties and their respective successors and permitted assigns.
12. **HEADINGS.** Section headings have been used in this Agreement for convenience purposes only. In no manner will any section heading in this Agreement limit any term or provision of the section to which it relates.
13. **WAIVER.** No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid, binding or of any effect unless it (a) is made by way of a writing that is signed by the Party(ies) to be bound thereby or its(their) duly authorized

representative(s) and specifies with particularity the nature and extent of that waiver, modification or amendment, and (b) is approved by the Bankruptcy Court if required under the Bankruptcy Code. No waiver by any Party of any provision hereof will affect or impair any other provision hereof.

14. **BIDDING PROCEDURES - ENTIRE AGREEMENT**. The Bidding Procedures and the Bidding Procedures Order are hereby incorporated into and made a part of this Agreement. This Agreement (inclusive of the Bidding Procedures and the Bidding Procedures Order) contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes all prior agreements, discussions, negotiations and understandings between the Parties with respect to that subject matter.
15. **INTERPRETATION AND SEVERANCE**. The provisions of this Agreement will be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties. If, for any reason, any provision of this Agreement is determined to be unenforceable or invalid, that provision (or such part thereof as may be unenforceable or invalid) will be deemed severed from this Agreement, and the remaining provisions of this Agreement will be carried out with the same force and effect as if that provision (or such part thereof) had not been a part of this Agreement.
16. **COUNTERPARTS - ELECTRONIC IMAGES**. This Agreement may be executed and delivered in counterparts and by electronic image transmission and any such execution and delivery will have the same force and effect as delivery of an original document with original signatures.
17. **GOVERNING LAW**. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota (without regard to the laws of any jurisdiction that concern conflicts of laws). Any suit, action or proceeding relating to the interpretation or enforcement of this Agreement will be brought, to the exclusion of all other courts: (a) in the Bankruptcy Court if such suit, action or proceeding is brought prior to the entry of a final decree closing the Bankruptcy Case; and (b) in the state or federal courts located in the State of Minnesota if such suit, action, or proceeding is brought after the entry of a final decree closing the Bankruptcy Case. Each of the Parties hereby consents and submits to the jurisdiction of such courts.

THE REMAINDER OF THIS PAGE IS BLANK


SEPARATE SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO PURCHASE AGREEMENT

IN WITNESS WHEREOF:

Buyer has executed and submitted this Agreement to Debtor this 12 day of October 2018.

PPL Acquisition Group, LLC

By: 
Name: Barret Arthur
Title: Vice President

And Debtor has accepted and executed this Agreement this ___ day of _____, 2018.

ERP IRON ORE, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY SCHEDULE

[illegible]

BA
10/16/18

SCHEDULE 5(b)

QUIT CLAIM BILL OF SALE

KNOW ALL BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ERP Iron Ore, LLC, a Virginia limited liability company ("Debtor"), hereby quitclaims to _____, a _____ ("Buyer"), all of Debtor's interest and estate in and to the Property, as that term is defined in a certain Purchase Agreement between Buyer and Debtor, executed by Buyer on _____, 2018 and Debtor on _____, 2018 (the "Purchase Agreement").

Nothing contained in this Quit Claim Bill of Sale modifies, amends, limits, or expands any provision of the Purchase Agreement.

Dated: _____, 2018

ERP IRON ORE, LLC

By: _____

Its _____

EXHIBIT B

FORM OF PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into by and between ERP Iron Ore, LLC, a Virginia limited liability company ("Debtor"), and ALTOS HORNOS DE MEXICO, S.A.B. DE C.V., a Mexican corporation ("Buyer").

WITNESSETH:

WHEREAS, Debtor is operating as a debtor in possession in *In re: ERP IRON ORE, LLC, Debtor*, under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court"), Bankruptcy Case No. 18-50378 (the "Bankruptcy Case");

WHEREAS, on August 30, 2018, 2018, the Bankruptcy Court issued an Order (the "Bidding Procedures Order") approving Bidding Procedures for the sale of certain property owned by Debtor (the "Bidding Procedures");

WHEREAS, capitalized terms used in this Agreement without definition have the meanings given to those terms in the Bidding Procedures;

WHEREAS, under and in accordance with the Bidding Procedures, Buyer is submitting this Agreement to Debtor as a bid for the Assets (the "Property") described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property Schedule"); and

WHEREAS, if Buyer is the Successful Bidder for the Property, Buyer will purchase the Property from Debtor, and Debtor will sell the Property to Buyer, in accordance with the terms and upon the conditions contained in this Agreement.

NOW, THEREFORE, pursuant to the foregoing recitals, which are an integral part hereof, and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Buyer and Debtor (the "Parties") hereby agree as follows.

1. **BID - PURCHASE AND SALE.**

- a. This Agreement, as executed and submitted to Debtor by Buyer, is a bid for the Property under the Bidding Procedures. If Buyer is the Successful Bidder for the Property, Debtor will sell the Property to Buyer, and Buyer will purchase the Property from Debtor, in accordance with the terms and upon the conditions contained in this Agreement.
- b. This Agreement is binding upon Buyer upon execution and submission to Debtor (notwithstanding the fact that it is not then signed by Debtor) and is not cancelable, terminable, or revocable by Buyer except as provided in **Section 8** below.

- c. Without limiting any of the other provisions of the Bidding Procedures, Buyer acknowledges that (i) this Agreement may become the Successful Bid, and Buyer the Successful Bidder, for the Property under **Article VIII** of the Bidding Procedures concerning Back-Up Bidders, and (ii) in such event, this Agreement obligates Buyer to purchase the Property as a Back-Up Bidder.

2. **PURCHASE PRICE.**

- a. The purchase price of and for the Property hereunder is as set forth in the Property Schedule (the "Purchase Price").
- b. Buyer is providing Debtor the Good Faith Deposit that is shown in the Purchase Schedule with Buyer's submission of this Agreement to Debtor.
- c. Buyer will pay the Purchase Price to Debtor as follows:
 - i. by Debtor's retention of the Good Faith Deposit; and
 - ii. the remainder of the Purchase Price in cash or other immediately available funds at the Closing (as that term is defined below).
- d. For any and all purposes, the Purchase Price will be allocated towards the purchase of all items comprising the Property as listed in **Exhibit "A"** hereto.

3. **REAL PROPERTY (the Property under this Agreement does not comprise any Real Property).**

- a. The provisions of this **Section 3** apply to that part of the Property, if any, that is real estate and/or improvements thereon (the "Real Property").
- b. Real estate, related tangible personal property, and/or other taxes payable with respect to the Real Property in the year of the Closing will be prorated between Debtor and Buyer on the basis of the number of days in the year of the Closing, before (and excluding) the Closing Date (as that term is defined below) as to Debtor, and after (but including) the Closing Date as to Buyer. All special assessments levied and/or pending against the Real Property as of the Closing will be assumed in full by Buyer effective as of the Closing.
- c. All costs of utilities and operating expenses relating to the Real Property will be prorated between Debtor and Buyer on the basis of the number of days in the applicable billing or payment periods, before (and excluding) the Closing Date as to Debtor, and after (but including) the Closing Date as to Buyer.
- d. If, prior to the Closing, the Real Property is damaged by fire or other casualty, Buyer will have the right to terminate this Agreement by email notice to Debtor

within five business days following Buyer's receipt of written notice of the occurrence of that damage. Pending Buyer's exercise or waiver of that right, the Closing will be continued. If Buyer does not exercise that right, Debtor will, at the Closing, pay over to Buyer, and/or assign to Buyer the right to receive, any and all insurance proceeds payable to Debtor in respect of that damage.

- e. If, prior to the Closing, all or any portion of the Real Property is affected by a condemnation or a taking by eminent domain, or is the subject of any condemnation proceeding, Buyer will have the right to terminate this Agreement by written notice to Debtor within five business days of Buyer's receipt of written notice of that condemnation, taking or proceeding. Pending Buyer's exercise or waiver of that right, the Closing will be continued. If Buyer does not exercise that right, Debtor will, at the Closing, pay over to Buyer, and/or assign to Buyer the right to receive, any and all awards made or to be made to Debtor or in respect of the Real Property in that condemnation, taking or proceeding.

4. **DILIGENCE, AS-IS CONDITION, ETC.**

- a. BUYER ACKNOWLEDGES, AND REPRESENTS AND WARRANTS TO DEBTOR, THAT BUYER IS SOPHISTICATED IN TRANSACTIONS OF A TYPE SIMILAR TO THE PURCHASE OF THE PROPERTY UNDER THIS AGREEMENT AND THAT IT HAS HAD THE OPPORTUNITY TO PERFORM, AND HAS PERFORMED, SUCH EXAMINATIONS, INVESTIGATIONS, ANALYSIS AND SO-CALLED "DUE DILIGENCE" ACTIVITIES WITH REGARD TO THE PROPERTY AS IT HAS DETERMINED, IN ITS SOLE AND ABSOLUTE DISCRETION, TO BE NECESSARY IN CONNECTION WITH ITS PURCHASE OF THE PROPERTY (THE "DILIGENCE").
- b. DEBTOR IS SELLING THE PROPERTY TO BUYER, AND BUYER IS PURCHASING THE PROPERTY FROM DEBTOR ON AN "AS-IS", "WHERE IS", "WITH ALL FAULTS" BASIS, AND DEBTOR IS NOT MAKING, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER RELATING TO THE PROPERTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE PROPERTY, THE FUNCTIONALITY OR USABILITY OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE, TITLE TO THE PROPERTY, THE VALUE OF THE PROPERTY, OR THE COMPLETENESS OR ACCURACY OF ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE TO BUYER.
- c. BUYER ACKNOWLEDGES, AND REPRESENTS AND WARRANTS TO DEBTOR, THAT BUYER HAS NOT RELIED, AND IS NOT RELYING, ON ANY STATEMENTS, PROMISES, GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, WHETHER WRITTEN OR ORAL, BY DEBTOR, JEFFRIES, DEBTOR'S LEGAL COUNSEL, OR ANY OTHER AGENT, REPRESENTATIVE, OR EMPLOYEE OF DEBTOR, OR ARISING

UNDER APPLICABLE LAW, WITH REGARD TO BUYER'S DECISION TO PURCHASE THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY STATEMENTS, PROMISES, GUARANTEES, REPRESENTATIONS, OR WARRANTIES REGARDING THE CONDITION OF THE PROPERTY, THE FUNCTIONALITY OR USABILITY OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE, TITLE TO THE PROPERTY, THE VALUE OF THE PROPERTY, OR THE COMPLETENESS OR ACCURACY OF ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE TO BUYER.

- d. Buyer will indemnify and hold harmless Debtor, Jeffries, Debtor's legal counsel, and all other agents or representatives of Debtor from and against any and all losses, costs or damages, of whatever type, nature, or description, including reasonable attorneys' fees, incurred or suffered by Debtor in connection with or as a result of the Diligence. The provisions of this **Section 4(d)** will survive the Closing or the termination of this Agreement, as the case may be, and Debtor's remedies with respect to any failure of Buyer to perform its obligations under this **Section 4(d)** will not be limited by **Section 8(d)** below.

5. **CLOSING.**

- a. The closing (the "Closing") of the purchase and sale of the Property hereunder will occur on the first business day (the "Closing Date") that is 20 days following the entry of the Sale Order (as that term is defined below). Except as Buyer and Debtor may otherwise agree in writing, the Closing will be performed via electronic image transmission, overnight courier, and electronic funds transfer.
- b. If the Property is or includes tangible personal property, then, at the Closing, Debtor will deliver to Buyer:
 - i. a Bill of Sale for the Property (or the part thereof that is tangible personal property), which Bill of Sale will be in the form of **Schedule 5(b)** attached hereto and hereby made a part hereof; and
 - ii. any certificates of title for the Property (or the part thereof that is personal property) that exist and are in Debtor's possession.
- c. If the Property is or includes Real Property, then, at the Closing, Debtor will deliver to Buyer:
 - i. a Quit Claim Deed conveying Debtor's interest in the Real Property to Buyer (the "Deed"); and
 - ii. a "non-foreign affidavit" containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code.

6. **TRANSACTION COSTS.** Each of the Parties will bear and pay those costs and expenses incurred by it or on its behalf in connection with the purchase and sale of the Property hereunder, including, without limitation, attorneys' and accountants' fees, without contribution from the other Party; provided, however, that if the Property is or includes Real Property:

- a. Debtor will pay the cost to prepare the Deed;
- b. Buyer will pay the cost to record the Deed and any deed tax (or other transfer or similar taxes) relating to the Deed; and
- c. If applicable and needed, Buyer will pay the fees and costs charged by any title company or title insurer through which it elects to conduct the Closing.

7. **CONTINGENCIES.**

- a. Debtor's obligation to sell the Property under this Agreement is contingent upon:
 - i. the Bankruptcy Court having issued a final Order authorizing the sale of the Property to Buyer pursuant to 11 U.S.C. § 363(f) (the "Sale Order"); and
 - ii. Buyer having performed, in all material respects, all of the obligations that this Agreement requires Buyer to perform at or prior to the Closing.

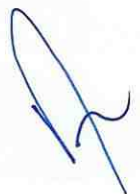
If Debtor proceeds with the Closing, Debtor will be deemed to have waived any of the contingencies set forth in this **Section 7(a)** that are not then satisfied.

- b. Buyer's obligation to purchase the Property under this Agreement is contingent upon:
 - i. the Bankruptcy Court having issued the Sale Order; and
 - ii. Debtor having performed, in all material respects, all of the obligations that this Agreement requires Debtor to perform at or prior to the Closing.

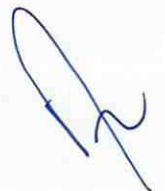
If Buyer proceeds with the Closing, Buyer will be deemed to have waived any of the contingencies set forth in this **Section 7(b)** that are not then satisfied.

8. **TERMINATION - REMEDIES.**

- a. This Agreement will automatically terminate upon a return of the Good Faith Deposit to Buyer, or a forfeiture of the Good Faith Deposit to Debtor, under **Article IX** of the Bidding Procedures.
- b. This Agreement may be terminated as follows:



- i. by Buyer, by written notice to Debtor, if Debtor breaches or violates this Agreement and fails to cure that breach or violation within 10 days following receipt of written notice thereof from Buyer;
 - ii. by Debtor, by written notice to Buyer, if Buyer breaches or violates this Agreement and fails to cure that breach or violation within 10 days following receipt of written notice thereof from Debtor; or
 - iii. by Buyer or Debtor, by written notice to the other, if the Closing has not occurred by 5:00 p.m., local time in Minneapolis Minnesota, on the date that is 30 days following the entry of the Sale Order, provided, however, that a Party may not terminate this Agreement under this **Section 8(b)(iii)** if that Party is then in breach or violation of this Agreement.
- c. If Buyer terminates this Agreement under **Section 8(b)(i)** or **Section 8(b)(iii)** above, or if Debtor terminates this Agreement under **Section 8(b)(iii)** above, Debtor will return the Good Faith Deposit to Buyer within 10 days following the effective date of that termination.
- d. Buyer's sole and exclusive remedies in the event of a breach or violation of this Agreement by Debtor, to the exclusion of all other remedies, whether at law or in equity, is the termination of this Agreement under **Section 8(b)(i)** above and the return of the Good Faith Deposit under **Section 8(c)** above. Without limiting the generality of the foregoing, and for the avoidance of any doubt or confusion in that regard, Buyer will not be entitled to specific performance or to any actual, consequential, punitive or other damages or costs.
- e. If Debtor terminates this Agreement under **Section 8(b)(ii)** above, Debtor will retain the Good Faith Deposit as liquidated damages for the subject breach or violation by Buyer.
- f. **Sections 4(d), 8(c), and 8(e)** of this Agreement, together with any other provisions of this Agreement that contemplate performance following the termination of this Agreement, will survive and continue in effect following any termination of this Agreement.
7. **NOTICES.** A notice from one of the Parties to the other under this Agreement will be in writing and will be considered to have been duly delivered or served if personally delivered, delivered by overnight courier, or sent by first class certified mail, return receipt requested, postage prepaid, to the proper Party at its address as set forth below or to such other address as such Party may hereafter designate by written notice to the other Party:



If to Debtor, to:

ERP Iron Ore, LLC
7908 US Highway 169, Suite B
Bovey, MN 55709
Attn: Todd Roth, CEO

With a copy to:

Ravich Meyer Kirkman McGrath Nauman & Tansey, P.A.
Attn: Will R. Tansey, Esq.
150 South Fifth Street, Suite 3450
Minneapolis, MN 55402

If to Buyer, to:

Attn: _____

With a copy to:

Attn: _____, Esq.

8. **NO THIRD PARTY BENEFICIARIES.** This Agreement is a contract solely between Buyer and Debtor. No third party beneficiaries (including, without limitation, employees and customers of Debtor) are intended hereunder and none will be inferred herein.
9. **BUSINESS DAYS.** As used in this Agreement, the term "business day" means a day that is not a Saturday, a Sunday, or a day on which United States government offices are closed. Whenever a time period specified in this Agreement ends on a day that is not a business day, that time period will be extended until the next subsequent business day.
10. **ASSIGNMENT.** Neither Party may assign any right or interest under this Agreement, or delegate any duty under this Agreement, without (a) the prior written consent of the other Party, and (b) any Order of the Bankruptcy Court that may be required under the Bankruptcy Code.
11. **BENEFIT.** This Agreement will inure to the benefit of and will be binding upon each of the Parties and their respective successors and permitted assigns.

12. **HEADINGS.** Section headings have been used in this Agreement for convenience purposes only. In no manner will any section heading in this Agreement limit any term or provision of the section to which it relates.
13. **WAIVER.** No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid, binding or of any effect unless it (a) is made by way of a writing that is signed by the Party(ies) to be bound thereby or its(their) duly authorized representative(s) and specifies with particularity the nature and extent of that waiver, modification or amendment, and (b) is approved by the Bankruptcy Court if required under the Bankruptcy Code. No waiver by any Party of any provision hereof will affect or impair any other provision hereof.
14. **BIDDING PROCEDURES - ENTIRE AGREEMENT.** The Bidding Procedures and the Bidding Procedures Order are hereby incorporated into and made a part of this Agreement. This Agreement (inclusive of the Bidding Procedures and the Bidding Procedures Order) contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes all prior agreements, discussions, negotiations and understandings between the Parties with respect to that subject matter.
15. **INTERPRETATION AND SEVERANCE.** The provisions of this Agreement will be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties. If, for any reason, any provision of this Agreement is determined to be unenforceable or invalid, that provision (or such part thereof as may be unenforceable or invalid) will be deemed severed from this Agreement, and the remaining provisions of this Agreement will be carried out with the same force and effect as if that provision (or such part thereof) had not been a part of this Agreement.
16. **COUNTERPARTS – ELECTRONIC IMAGES.** This Agreement may be executed and delivered in counterparts and by electronic image transmission and any such execution and delivery will have the same force and effect as delivery of an original document with original signatures.
17. **GOVERNING LAW.** This Agreement will be construed and enforced in accordance with the laws of the State of New York (without regard to the laws of any jurisdiction that concern conflicts of laws). Any suit, action or proceeding relating to the interpretation or enforcement of this Agreement will be brought, to the exclusion of all other courts: (a) in the Bankruptcy Court if such suit, action or proceeding is brought prior to the entry of a final decree closing the Bankruptcy Case; and (b) in the state or federal courts located in the State of New York if such suit, action, or proceeding is brought after the entry of a final decree closing the Bankruptcy Case. Each of the Parties hereby consents and submits to the jurisdiction of such courts.

THE REMAINDER OF THIS PAGE IS BLANK

SEPARATE SIGNATURE PAGES FOLLOW



SIGNATURE PAGE TO PURCHASE AGREEMENT

IN WITNESS WHEREOF:

Buyer has executed and submitted this Agreement to Debtor this 12 day of October, 2018.

ALTOS HORNOS DE MEXICO, S.A.B. DE C.V.

By: 

Name: Alejandro Ramirez Lanes
Title: LEGAL REPRESENTATIVE

And Debtor has accepted and executed this Agreement this ___ day of _____, 2018.

ERP IRON ORE, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY SCHEDULE

[illegible]

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 24 of 32											
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life Years	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount	By Location	
MOBILE - PP	1146	PP	Magnum 25KVA Mobile Generator	GAAP	12/31/2016	7	886.53	185.79	0.00000		
MOBILE - PP Total							886.53				
BLDGS - PP	0785	PP	Utility Process Piping Inside Bldg	GAAP	12/31/2016	20	106,792.18	4,969.73	0.00000		
BLDGS - PP	0789	PP	Stone	GAAP	12/31/2016	20	51,116.05	2,378.71	0.00000		
BLDGS - PP	0790	PP	Foundation	GAAP	12/31/2016	20	1,550,106.17	72,136.34	0.00000		
BLDGS - PP	0791	PP	Structural Steel / Erection	GAAP	12/31/2016	20	215,802.73	10,042.63	0.00000		
BLDGS - PP	0792	PP	Siding / Roofing / Insulation - Supply a	GAAP	12/31/2016	20	11,571.15	538.47	0.00000		
BLDGS - PP	0793	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	1,538.00	71.60	0.00000		
BLDGS - PP	0794	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	99,011.69	4,607.70	0.00000		
BLDGS - PP	0795	PP	Process Electrical	GAAP	12/31/2016	20	92,784.01	4,317.84	0.00000		
BLDGS - PP	0796	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	24,379.20	1,134.52	0.00000		
BLDGS - PP	0832	PP	Foundation	GAAP	12/31/2016	20	1,465,233.02	68,186.67	0.00000		
BLDGS - PP	0833	PP	Stone	GAAP	12/31/2016	20	99,366.01	4,624.17	0.00000		
BLDGS - PP	0834	PP	Structural Steel / Erection	GAAP	12/31/2016	20	617,140.26	28,719.43	0.00000		
BLDGS - PP	0835	PP	Siding / Roofing / Insulation - Supply a	GAAP	12/31/2016	20	45,851.36	2,133.71	0.00000		
BLDGS - PP	0836	PP	Stone	GAAP	12/31/2016	20	34,368.33	1,599.35	0.00000		
BLDGS - PP	0837	PP	Foundation	GAAP	12/31/2016	20	95,429.28	4,440.95	0.00000		
BLDGS - PP	0838	PP	Structural Steel / Erection	GAAP	12/31/2016	20	489,033.79	22,757.82	0.00000		
BLDGS - PP	0839	PP	Siding / Roofing / Insulation - Supply a	GAAP	12/31/2016	20	7,331.63	341.16	0.00000		
BLDGS - PP	0840	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	125,613.79	5,845.61	0.00000		
BLDGS - PP	0841	PP	Process Electrical	GAAP	12/31/2016	20	366,404.13	17,051.09	0.00000		
BLDGS - PP	0842	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	42,792.52	1,991.39	0.00000		
BLDGS - PP	0859	PP	Stone	GAAP	12/31/2016	20	40,185.93	1,870.08	0.00000		
BLDGS - PP	0860	PP	Foundation	GAAP	12/31/2016	20	105,511.13	4,910.16	0.00000		
BLDGS - PP	0861	PP	Structural Steel / Erection	GAAP	12/31/2016	20	557,491.90	25,943.63	0.00000		
BLDGS - PP	0862	PP	Siding / Roofing / Insulation - Supply a	GAAP	12/31/2016	20	11,464.63	533.55	0.00000		
BLDGS - PP	0863	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	75,759.91	3,525.60	0.00000		
BLDGS - PP	0864	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	141,079.83	6,565.37	0.00000		
BLDGS - PP	0865	PP	Process Electrical	GAAP	12/31/2016	20	92,554.87	4,307.14	0.00000		
BLDGS - PP	0866	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	21,770.83	1,013.09	0.00000		
BLDGS - PP	0878	PP	Stone	GAAP	12/31/2016	20	17,501.49	814.41	0.00000		
BLDGS - PP	0879	PP	Foundation	GAAP	12/31/2016	20	121,759.84	5,666.27	0.00000		
BLDGS - PP	0880	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	6,862.58	319.36	0.00000		
BLDGS - PP	0881	PP	OH/Mandoor Purchase/Install incl deliver	GAAP	12/31/2016	20	4,086.17	190.11	0.00000		
BLDGS - PP	0882	PP	Structural Steel / Erection	GAAP	12/31/2016	20	72,234.29	3,361.54	0.00000		
BLDGS - PP	0883	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	721.70	33.54	0.00000		
BLDGS - PP	0884	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	543.10	25.31	0.00000		
BLDGS - PP	0885	PP	Process Electrical	GAAP	12/31/2016	20	28,904.06	1,345.09	0.00000		
BLDGS - PP	0886	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	18,253.63	849.43	0.00000		
BLDGS - PP	0900	PP	Stone	GAAP	12/31/2016	20	51,170.15	2,381.31	0.00000		
BLDGS - PP	0901	PP	Foundation	GAAP	12/31/2016	20	155,991.61	7,259.32	0.00000		
BLDGS - PP	0902	PP	Structural Steel	GAAP	12/31/2016	20	402,351.06	18,723.93	0.00000		
BLDGS - PP	0903	PP	Siding/Roofing/Insul Purchase	GAAP	12/31/2016	20	26,454.37	1,231.10	0.00000		
BLDGS - PP	0904	PP	Utility Process Piping - Outside	GAAP	12/31/2016	20	6,947.26	323.30	0.00000		
BLDGS - PP	0905	PP	Utility Process Piping - Inside	GAAP	12/31/2016	20	6,947.26	323.30	0.00000		
BLDGS - PP	0906	PP	Process Electrical	GAAP	12/31/2016	20	192,090.86	8,939.22	0.00000		
BLDGS - PP	0907	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	21,607.66	1,005.57	0.00000		
BLDGS - PP	0932	PP	Foundation	GAAP	12/31/2016	20	250,358.12	11,650.73	0.00000		
BLDGS - PP	0933	PP	Structural Steel	GAAP	12/31/2016	20	556,381.35	25,891.94	0.00000		
BLDGS - PP	0934	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	28,983.97	1,348.80	0.00000		
BLDGS - PP	0935	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	6,947.26	323.30	0.00000		
BLDGS - PP	0936	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	8,035.76	373.90	0.00000		
BLDGS - PP	0937	PP	Process Electrical	GAAP	12/31/2016	20	31,059.57	1,445.39	0.00000		

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 25 of 32										By Location	
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life Year	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount		
BLDGS - PP	0938	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	23,596.74	1,098.07	0.00000		
BLDGS - PP	0957	PP	Stone	GAAP	12/31/2016	20	10,872.06	505.91	0.00000		
BLDGS - PP	0958	PP	Foundation	GAAP	12/31/2016	20	390,885.88	18,190.41	0.00000		
BLDGS - PP	0959	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	30,100.23	1,400.71	0.00000		
BLDGS - PP	0960	PP	Structural Steel	GAAP	12/31/2016	20	1,667,608.22	77,604.44	0.00000		
BLDGS - PP	0961	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	43,419.65	2,020.63	0.00000		
BLDGS - PP	0962	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	37,058.58	1,724.59	0.00000		
BLDGS - PP	0963	PP	Process Electrical	GAAP	12/31/2016	20	153,802.30	7,157.41	0.00000		
BLDGS - PP	0964	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	67,150.64	3,124.91	0.00000		
BLDGS - PP	1005	PP	Stone	GAAP	12/31/2016	20	93,763.49	4,363.44	0.00000		
BLDGS - PP	1006	PP	Foundation	GAAP	12/31/2016	20	594,195.80	27,651.66	0.00000		
BLDGS - PP	1007	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	102,507.08	4,770.28	0.00000		
BLDGS - PP	1008	PP	Structural Steel	GAAP	12/31/2016	20	1,787,598.71	83,188.39	0.00000		
BLDGS - PP	1009	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	114,459.93	5,326.55	0.00000		
BLDGS - PP	1010	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	110,942.65	5,162.85	0.00000		
BLDGS - PP	1011	PP	Process Electrical	GAAP	12/31/2016	20	157,871.35	7,346.75	0.00000		
BLDGS - PP	1012	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	53,656.86	2,496.94	0.00000		
BLDGS - PP	1024	PP	Foundation	GAAP	12/31/2016	20	470,336.95	21,887.82	0.00000		
BLDGS - PP	1025	PP	Structural Steel	GAAP	12/31/2016	20	72,800.77	3,387.92	0.00000		
BLDGS - PP	1026	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	13,662.11	635.84	0.00000		
BLDGS - PP	1027	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	80,575.07	3,749.68	0.00000		
BLDGS - PP	1028	PP	Process Electrical	GAAP	12/31/2016	20	494,451.06	23,009.92	0.00000		
BLDGS - PP	1040	PP	Stone	GAAP	12/31/2016	20	12,342.91	574.44	0.00000		
BLDGS - PP	1041	PP	Foundation	GAAP	12/31/2016	20	336,019.97	15,637.14	0.00000		
BLDGS - PP	1042	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	2,258.33	105.14	0.00000		
BLDGS - PP	1043	PP	Structural Steel / Erection	GAAP	12/31/2016	20	214,035.79	9,960.43	0.00000		
BLDGS - PP	1044	PP	Utility Process Piping - Outside the Bui	GAAP	12/31/2016	20	6,699.89	311.78	0.00000		
BLDGS - PP	1045	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	6,699.89	311.78	0.00000		
BLDGS - PP	1046	PP	Process Electrical	GAAP	12/31/2016	20	47,681.93	2,218.98	0.00000		
BLDGS - PP	1047	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	40,578.15	1,888.36	0.00000		
BLDGS - PP	1068	PP	Foundation	GAAP	12/31/2016	20	6,594.45	306.90	0.00000		
BLDGS - PP	1069	PP	Structural Steel	GAAP	12/31/2016	20	3,042.89	141.66	0.00000		
BLDGS - PP	1070	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	14,631.09	680.86	0.00000		
BLDGS - PP	1071	PP	Process Electrical	GAAP	12/31/2016	20	11,373.84	529.27	0.00000		
BLDGS - PP	1077	PP	Siding/Roofing/Insul Purchase incl deliv	GAAP	12/31/2016	20	4,319.65	201.03	0.00000		
BLDGS - PP	1078	PP	Supply and Install	GAAP	12/31/2016	20	9,538.41	443.92	0.00000		
BLDGS - PP	1079	PP	Utility Process Piping - Inside the Buil	GAAP	12/31/2016	20	44,077.73	2,051.19	0.00000		
BLDGS - PP	1080	PP	Process Electrical	GAAP	12/31/2016	20	7,460.59	347.17	0.00000		
BLDGS - PP	1134	PP	Lab Structure	GAAP	12/31/2016	20	9,829.28	457.41	0.00000		
BLDGS - PP	1135	PP	Lab Facility	GAAP	12/31/2016	20	10,416.04	484.78	0.00000		
BLDGS - PP	1136	PP	Lab Transformer	GAAP	12/31/2016	20	470.12	21.85	0.00000		
BLDGS - PP	1137	PP	HVAC Supply & Install	GAAP	12/31/2016	20	8,010.92	372.79	0.00000		
BLDGS - PP	1375	PP	Transfer Bldg Fire Water PP-15009	GAAP	12/31/2016	20	232.41	10.15	0.00000		
BLDGS - PP	1382	PP	Winterize Conveyor Bldg Entr PP-15006	GAAP	12/31/2016	20	6,207.18	268.65	0.00000		
BLDGS - PP Total							15,977,515.01				
EQUIP - PP	0776	PP	Single Rotary Dumper	GAAP	12/31/2016	20	419,037.30	19,500.52	0.00000		
EQUIP - PP	0777	PP	Wheel Gripper	GAAP	12/31/2016	20	20,700.25	963.36	0.00000		
EQUIP - PP	0778	PP	Apron Feeder	GAAP	12/31/2016	20	45,536.35	2,119.05	0.00000		
EQUIP - PP	0779	PP	Stamler Breaker / Dbl Roll Crusher	GAAP	12/31/2016	20	23,428.39	1,090.30	0.00000		
EQUIP - PP	0780	PP	Conveyors	GAAP	12/31/2016	20	262,154.27	12,199.68	0.00000		
EQUIP - PP	0781	PP	Concentrate Belt Scale	GAAP	12/31/2016	20	1,983.68	92.35	0.00000		
EQUIP - PP	0782	PP	Drive House	GAAP	12/31/2016	20	36,231.65	1,686.08	0.00000		
EQUIP - PP	0783	PP	Pedestal Boom Breaker	GAAP	12/31/2016	20	2,627.88	122.32	0.00000		

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 26 of 32										Net Book Value (Purchase Basis)		Current Run Depreciator		YTD Depreciation Amount		By Location	
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life	Years	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount							
EQUIP - PP	0784	PP	Sumps / Pumps	GAAP	12/31/2016		20	5,466.16	254.32	0.00000							
EQUIP - PP	0786	PP	Chutes & Skirting	GAAP	12/31/2016		20	9,928.78	462.04	0.00000							
EQUIP - PP	0787	PP	Rotary Dumper Hopper	GAAP	12/31/2016		20	31,147.65	1,449.49	0.00000							
EQUIP - PP	0788	PP	Miscellaneous	GAAP	12/31/2016		20	23,028.22	1,071.64	0.00000							
EQUIP - PP	0797	PP	Ball Mill	GAAP	12/31/2016		20	455,059.33	21,176.80	0.00000							
EQUIP - PP	0798	PP	Cyclone cluster	GAAP	12/31/2016		20	31,297.06	1,456.47	0.00000							
EQUIP - PP	0799	PP	100' Thickener	GAAP	12/31/2016		20	84,015.19	3,909.78	0.00000							
EQUIP - PP	0800	PP	200' Thickener - 45701	GAAP	12/31/2016		20	84,015.19	3,909.78	0.00000							
EQUIP - PP	0801	PP	Homogenizing Agitator - Repulper	GAAP	12/31/2016		20	5,024.38	233.78	0.00000							
EQUIP - PP	0802	PP	Homogenizing Agitators (2)	GAAP	12/31/2016		20	31,898.23	1,484.40	0.00000							
EQUIP - PP	0803	PP	Homogenizing Agitators (2)	GAAP	12/31/2016		20	31,898.23	1,484.40	0.00000							
EQUIP - PP	0804	PP	Low voltage motors - Homogenizing Agita	GAAP	12/31/2016		20	1,537.51	71.55	0.00000							
EQUIP - PP	0805	PP	Low voltage motors - Homogenizing Agitat	GAAP	12/31/2016		20	1,537.51	71.55	0.00000							
EQUIP - PP	0806	PP	BM Slurry feed tanks (2)	GAAP	12/31/2016		20	54,328.02	2,528.22	0.00000							
EQUIP - PP	0807	PP	Filter Slurry Tanks (2) - 36101 A & B	GAAP	12/31/2016		20	46,835.52	2,179.50	0.00000							
EQUIP - PP	0808	PP	Launder pipe	GAAP	12/31/2016		20	5,233.73	243.55	0.00000							
EQUIP - PP	0809	PP	Underflow pumps from surge tank - Repulp	GAAP	12/31/2016		20	8,137.07	378.67	0.00000							
EQUIP - PP	0810	PP	Thickener Overflow Sump Pump (2)	GAAP	12/31/2016		20	25,978.40	1,208.94	0.00000							
EQUIP - PP	0811	PP	Thickener Underflow Pump (2)	GAAP	12/31/2016		20	7,899.02	367.61	0.00000							
EQUIP - PP	0812	PP	Slurry Pumps (4)	GAAP	12/31/2016		20	11,052.12	514.27	0.00000							
EQUIP - PP	0813	PP	Ball Mill Discharge (Cyclone feed) Pump	GAAP	12/31/2016		20	19,757.30	919.46	0.00000							
EQUIP - PP	0814	PP	Underflow Pumps (2)	GAAP	12/31/2016		20	4,825.90	224.58	0.00000							
EQUIP - PP	0815	PP	Filter feed Pumps	GAAP	12/31/2016		20	5,206.55	242.34	0.00000							
EQUIP - PP	0816	PP	Ball Mill Area floor sumps/pumps	GAAP	12/31/2016		20	4,495.74	209.17	0.00000							
EQUIP - PP	0817	PP	Ball OH Crane	GAAP	12/31/2016		20	17,368.12	808.24	0.00000							
EQUIP - PP	0818	PP	Conveyor - Belt feeders w/loader hopper	GAAP	12/31/2016		20	21,806.79	1,014.80	0.00000							
EQUIP - PP	0819	PP	42"X908' Channel & Truss Frame Conveyor	GAAP	12/31/2016		20	69,045.61	3,213.16	0.00000							
EQUIP - PP	0820	PP	Conveyor Chutes/Sideboards/Skirts	GAAP	12/31/2016		20	52,214.01	2,429.86	0.00000							
EQUIP - PP	0821	PP	Con Grinding Chutes	GAAP	12/31/2016		20	4,659.02	216.85	0.00000							
EQUIP - PP	0822	PP	Process Water pumps - 41105 A, B & C	GAAP	12/31/2016		20	13,164.93	612.62	0.00000							
EQUIP - PP	0823	PP	Grind Circuit Feed Box	GAAP	12/31/2016		20	431.37	20.12	0.00000							
EQUIP - PP	0824	PP	Grinding Circuit Splitter Box	GAAP	12/31/2016		20	979.20	45.55	0.00000							
EQUIP - PP	0825	PP	Ball Mill Charge Bucket/Hopper	GAAP	12/31/2016		20	7,510.13	349.54	0.00000							
EQUIP - PP	0826	PP	Installation of 4 Slurry Tanks	GAAP	12/31/2016		20	90,073.10	4,191.62	0.00000							
EQUIP - PP	0827	PP	Bearing repair	GAAP	12/31/2016		20	2,918.40	135.83	0.00000							
EQUIP - PP	0828	PP	rail clamps	GAAP	12/31/2016		20	1,959.62	91.23	0.00000							
EQUIP - PP	0829	PP	Miscellaneous	GAAP	12/31/2016		20	42.77	1.99	0.00000							
EQUIP - PP	0830	PP	Motor Bases (14)	GAAP	12/31/2016		20	2,175.66	101.22	0.00000							
EQUIP - PP	0831	PP	PUMPS (3)	GAAP	12/31/2016		20	564.70	26.27	0.00000							
EQUIP - PP	0843	PP	Vacuum Disc Filters (6) - 53401 A-E	GAAP	12/31/2016		20	161,535.52	7,517.24	0.00000							
EQUIP - PP	0844	PP	Vacuum Pumps (7) - 42901 A-E	GAAP	12/31/2016		20	175,516.28	8,167.89	0.00000							
EQUIP - PP	0845	PP	Slurry Diverter	GAAP	12/31/2016		20	1,798.42	83.71	0.00000							
EQUIP - PP	0846	PP	Conveyor Belts	GAAP	12/31/2016		20	367,667.05	17,109.88	0.00000							
EQUIP - PP	0847	PP	Belt scales - 55233	GAAP	12/31/2016		20	2,787.54	129.74	0.00000							
EQUIP - PP	0848	PP	Seal Water Pumps	GAAP	12/31/2016		20	5,522.31	256.97	0.00000							
EQUIP - PP	0849	PP	Filtrate Pumps	GAAP	12/31/2016		20	3,865.41	179.91	0.00000							
EQUIP - PP	0850	PP	Vacuum Disc Filter Hoist	GAAP	12/31/2016		20	2,167.82	100.91	0.00000							
EQUIP - PP	0851	PP	Vacuum pump Crane - 56403	GAAP	12/31/2016		20	1,091.00	50.78	0.00000							
EQUIP - PP	0852	PP	Underflow Pump Seal Water Strainer	GAAP	12/31/2016		20	20,883.93	971.89	0.00000							
EQUIP - PP	0853	PP	Snap Blow Recievers - 35560 (incl w/filt	GAAP	12/31/2016		20	79,254.81	3,688.24	0.00000							
EQUIP - PP	0854	PP	Filter Cake discharge chutes - 43840 A-E	GAAP	12/31/2016		20	3,129.33	145.60	0.00000							
EQUIP - PP	0855	PP	Filter Bin Slide Gate	GAAP	12/31/2016		20	2,631.41	122.42	0.00000							
EQUIP - PP	0856	PP	Vacuum Header	GAAP	12/31/2016		20	3,492.83	162.58	0.00000							

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 27 of 32												
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life	Years	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount	By Location	
EQUIP - PP	0857	PP	Vacuum Seal Water System	GAAP	12/31/2016		20	15,819.87	736.19	0.00000		
EQUIP - PP	0858	PP	Motor Bases (8)	GAAP	12/31/2016		20	1,652.21	76.86	0.00000		
EQUIP - PP	0867	PP	Truck Scale	GAAP	12/31/2016		20	7,928.61	368.95	0.00000		
EQUIP - PP	0868	PP	Loading Hoppers (Truck unload & loader f	GAAP	12/31/2016		20	37,525.69	1,746.30	0.00000		
EQUIP - PP	0869	PP	36"X215' Truss Frame Conveyor	GAAP	12/31/2016		20	45,997.06	2,140.49	0.00000		
EQUIP - PP	0870	PP	48"X75' Belt Feeder w/Hopper	GAAP	12/31/2016		20	18,084.03	841.51	0.00000		
EQUIP - PP	0871	PP	30"X315' Truss Frame Conveyor	GAAP	12/31/2016		20	33,080.88	1,539.51	0.00000		
EQUIP - PP	0872	PP	30"X267' Truss Frame Conveyor	GAAP	12/31/2016		20	30,897.41	1,437.89	0.00000		
EQUIP - PP	0873	PP	Pnuematic Pump	GAAP	12/31/2016		20	3,148.11	146.52	0.00000		
EQUIP - PP	0874	PP	Pnuematic system	GAAP	12/31/2016		20	23,993.67	1,116.56	0.00000		
EQUIP - PP	0875	PP	Transfer Piping	GAAP	12/31/2016		20	3,935.14	183.09	0.00000		
EQUIP - PP	0876	PP	Metal Detectors	GAAP	12/31/2016		20	1,273.17	59.24	0.00000		
EQUIP - PP	0877	PP	Mechanical Install	GAAP	12/31/2016		20	33,446.31	1,556.47	0.00000		
EQUIP - PP	0887	PP	Coke Breeze Pulverizer Roller Mill Syste	GAAP	12/31/2016		20	239,400.32	11,140.84	0.00000		
EQUIP - PP	0888	PP	Limestone/Dolomite Pulverizer Roller Mil	GAAP	12/31/2016		20	277,610.23	12,918.99	0.00000		
EQUIP - PP	0889	PP	Medium voltage motors	GAAP	12/31/2016		20	30,832.42	1,434.81	0.00000		
EQUIP - PP	0890	PP	Conveyors (to Roller Mill Feed Bins - 56	GAAP	12/31/2016		20	43,375.20	2,018.57	0.00000		
EQUIP - PP	0891	PP	Diamond Back Hopper	GAAP	12/31/2016		20	4,477.87	208.43	0.00000		
EQUIP - PP	0892	PP	Pin Gates	GAAP	12/31/2016		20	3,131.64	145.69	0.00000		
EQUIP - PP	0893	PP	Additive Feed Conv Maint Hoist	GAAP	12/31/2016		20	1,013.15	47.13	0.00000		
EQUIP - PP	0894	PP	Coke Breeze Pulverizer Feed Bin 43503	GAAP	12/31/2016		20	50,971.55	2,372.04	0.00000		
EQUIP - PP	0895	PP	Limestone Pulverizer Feed Bin 43502	GAAP	12/31/2016		20	15,996.41	744.47	0.00000		
EQUIP - PP	0896	PP	Dolomite Pulverizer Feed Bin 43501	GAAP	12/31/2016		20	15,996.41	744.47	0.00000		
EQUIP - PP	0897	PP	Chutes	GAAP	12/31/2016		20	4,782.79	222.62	0.00000		
EQUIP - PP	0898	PP	Stack	GAAP	12/31/2016		20	10,145.20	472.13	0.00000		
EQUIP - PP	0899	PP	Mechanical install - est 8000 MH	GAAP	12/31/2016		20	544,162.77	25,323.35	0.00000		
EQUIP - PP	0908	PP	MMM - Wet Mixer 11000 - 45101 A & B	GAAP	12/31/2016		20	115,693.05	5,383.98	0.00000		
EQUIP - PP	0909	PP	MMM - MagCon® Feed Conveyors (18' ea)	GAAP	12/31/2016		20	29,853.43	1,389.28	0.00000		
EQUIP - PP	0910	PP	MMM - Pulv Coke Breeze L-I-W Feeder	GAAP	12/31/2016		20	6,003.04	279.35	0.00000		
EQUIP - PP	0911	PP	MMM - Pulv Limestone L-I-W Feeder	GAAP	12/31/2016		20	6,003.04	279.35	0.00000		
EQUIP - PP	0912	PP	MMM - Bentonite L-I-W Feeder	GAAP	12/31/2016		20	6,003.04	279.35	0.00000		
EQUIP - PP	0913	PP	CB/LS/D Weigh Belt Scales	GAAP	12/31/2016		20	4,645.90	216.24	0.00000		
EQUIP - PP	0914	PP	Dust Recycle Feeders - 55106 A & B	GAAP	12/31/2016		20	5,119.36	238.20	0.00000		
EQUIP - PP	0915	PP	Organic Binder Weighfeeders	GAAP	12/31/2016		20	21,939.92	1,021.05	0.00000		
EQUIP - PP	0916	PP	MMM Cranes	GAAP	12/31/2016		20	5,212.99	242.63	0.00000		
EQUIP - PP	0917	PP	MMM - Pulverized Coke Breeze Feed Bin	GAAP	12/31/2016		20	28,672.12	1,334.25	0.00000		
EQUIP - PP	0918	PP	MMM - Pulverized L/D Feed Bin - 43507	GAAP	12/31/2016		20	46,335.22	2,156.31	0.00000		
EQUIP - PP	0919	PP	MMM - Bentonite Feed Bin - 43508	GAAP	12/31/2016		20	17,298.39	805.05	0.00000		
EQUIP - PP	0920	PP	MMM - Dust Recycle Bin - 43513	GAAP	12/31/2016		20	9,949.30	463.05	0.00000		
EQUIP - PP	0921	PP	MMM - MagCon® Feed Bin - 43505	GAAP	12/31/2016		20	56,002.97	2,606.23	0.00000		
EQUIP - PP	0922	PP	50 Ton Organic Binder Feed Bin	GAAP	12/31/2016		20	12,022.62	559.48	0.00000		
EQUIP - PP	0923	PP	Expansion Joint Adder (per dr email 1/24	GAAP	12/31/2016		20	37,992.94	1,768.09	0.00000		
EQUIP - PP	0924	PP	Install of rst-1/rsr-2/rr-1 & rr-1/bf-1	GAAP	12/31/2016		20	38,668.48	1,799.49	0.00000		
EQUIP - PP	0925	PP	Vortex Valve	GAAP	12/31/2016		20	1,127.16	52.50	0.00000		
EQUIP - PP	0926	PP	MMM - Pulv Coke Brze Explosion Vent	GAAP	12/31/2016		20	4,598.33	213.98	0.00000		
EQUIP - PP	0927	PP	MMM - Mixer Chutes fabrication	GAAP	12/31/2016		20	5,941.58	276.50	0.00000		
EQUIP - PP	0928	PP	Chute Install	GAAP	12/31/2016		20	13,687.48	636.92	0.00000		
EQUIP - PP	0929	PP	Mechanical install	GAAP	12/31/2016		20	468,281.40	21,792.07	0.00000		
EQUIP - PP	0930	PP	Vendor Start-up Services	GAAP	12/31/2016		20	48,577.84	2,260.59	0.00000		
EQUIP - PP	0931	PP	Miscellaneous	GAAP	12/31/2016		20	241.85	11.20	0.00000		
EQUIP - PP	0939	PP	Balling - Disc Feed Conveyors	GAAP	12/31/2016		20	359,278.52	16,719.49	0.00000		
EQUIP - PP	0940	PP	Belt Scale	GAAP	12/31/2016		20	928.85	43.17	0.00000		
EQUIP - PP	0941	PP	Belt Scale	GAAP	12/31/2016		20	928.85	43.17	0.00000		

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 28 of 32										Net Book Value (Purchase Basis)		Current Run Depreciator	YTD Depreciation Amount	By Location
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life	Years	Net Book Value (Purchase Basis)		Current Run Depreciator	YTD Depreciation Amount	By Location		
EQUIP - PP	0942	PP	Balling - Plows (6) - 48007A-E	GAAP	12/31/2016		20	6,611.03		307.69	0.00000			
EQUIP - PP	0943	PP	Balling Feed Bins (8) - 43511A-F	GAAP	12/31/2016		20	74,043.55		3,445.70	0.00000			
EQUIP - PP	0944	PP	Feed chutes to discs (6) - 43812A-F	GAAP	12/31/2016		20	5,072.76		236.04	0.00000			
EQUIP - PP	0945	PP	Balling - Fluffers (1) 45103A	GAAP	12/31/2016		20	1,818.03		84.66	0.00000			
EQUIP - PP	0946	PP	Balling - Belt Scales (6) - 55215A-F	GAAP	12/31/2016		20	5,575.08		259.49	0.00000			
EQUIP - PP	0947	PP	Balling - Discs (6 total) 4 NEW DISKS (M	GAAP	12/31/2016		20	283,092.85		13,174.15	0.00000			
EQUIP - PP	0948	PP	Balling - Roll Screens (6) - 45401A-F	GAAP	12/31/2016		20	129,694.15		6,035.55	0.00000			
EQUIP - PP	0949	PP	Balling - Area Cranes - 56401A,B & 56707	GAAP	12/31/2016		20	15,319.86		712.94	0.00000			
EQUIP - PP	0950	PP	Mechanical install	GAAP	12/31/2016		20	235,408.58		10,955.07	0.00000			
EQUIP - PP	0951	PP	Conveyor Skirting	GAAP	12/31/2016		20	493.50		22.92	0.00000			
EQUIP - PP	0952	PP	Chute Install	GAAP	12/31/2016		20	7,701.85		358.37	0.00000			
EQUIP - PP	0953	PP	Dust Cover for pallet car hubs	GAAP	12/31/2016		20	1,670.38		77.77	0.00000			
EQUIP - PP	0954	PP	Balling drum disc chute without feed	GAAP	12/31/2016		20	406.27		18.87	0.00000			
EQUIP - PP	0955	PP	Belt plow modifications	GAAP	12/31/2016		20	544.22		25.28	0.00000			
EQUIP - PP	0956	PP	D1 take up	GAAP	12/31/2016		20	333.07		15.50	0.00000			
EQUIP - PP	0965	PP	Ind - Solids - Burners (16) (Jacobs/Mets	GAAP	12/31/2016		20	661,210.19		30,770.33	0.00000			
EQUIP - PP	0966	PP	Ind - Solids - Spillage/Dribble hopper f	GAAP	12/31/2016		20	51,351.55		2,389.77	0.00000			
EQUIP - PP	0967	PP	Ind - Solids - Discharge Hopper - 43611	GAAP	12/31/2016		20	21,090.02		981.48	0.00000			
EQUIP - PP	0968	PP	Ind - Solids - Furnace Rails (Jacobs/Met	GAAP	12/31/2016		20	22,571.16		1,050.38	0.00000			
EQUIP - PP	0969	PP	Ind - Solids - Windbox & Downcomer Fab	GAAP	12/31/2016		20	90,103.26		4,193.06	0.00000			
EQUIP - PP	0970	PP	Air Diaphragm Pump	GAAP	12/31/2016		20	306.54		14.22	0.00000			
EQUIP - PP	0971	PP	Ind - Solids - Double dump valves - 39 e	GAAP	12/31/2016		20	24,937.14		1,160.53	0.00000			
EQUIP - PP	0972	PP	Ind - Solids - Single deck roll screen -	GAAP	12/31/2016		20	50,133.66		2,333.02	0.00000			
EQUIP - PP	0973	PP	Discharge vibrating feeders (2) - 43218A	GAAP	12/31/2016		20	8,539.25		397.34	0.00000			
EQUIP - PP	0974	PP	43060 - HL-3 conveyor - 375'	GAAP	12/31/2016		20	82,569.58		3,842.47	0.00000			
EQUIP - PP	0975	PP	Ind - Solids - Product Conveyor P-1 (350	GAAP	12/31/2016		20	286.51		13.37	0.00000			
EQUIP - PP	0976	PP	Belt Scale - Fired Product	GAAP	12/31/2016		20	929.29		43.20	0.00000			
EQUIP - PP	0977	PP	Discharge Hopper Pin Gates	GAAP	12/31/2016		20	3,131.64		145.69	0.00000			
EQUIP - PP	0978	PP	43055 Oscillating Conveyor GP-4	GAAP	12/31/2016		20	41,392.77		1,926.26	0.00000			
EQUIP - PP	0979	PP	43054 Wide Belt Conveyor GP-5	GAAP	12/31/2016		20	40,168.63		1,869.32	0.00000			
EQUIP - PP	0980	PP	Ind - Solids - Pellet Machine (Metso)	GAAP	12/31/2016		20	1,082,029.29		50,353.76	0.00000			
EQUIP - PP	0981	PP	Center-End-Spacer Grate Bars	GAAP	12/31/2016		20	25,232.06		1,174.19	0.00000			
EQUIP - PP	0982	PP	Ind - Solids - Hearth Layer Bins - 43610	GAAP	12/31/2016		20	21,095.58		981.73	0.00000			
EQUIP - PP	0983	PP	Ind - Solids - Pallet removal OH Crane	GAAP	12/31/2016		20	3,203.15		149.10	0.00000			
EQUIP - PP	0984	PP	Baghouse Fan Hoist	GAAP	12/31/2016		20	972.25		45.19	0.00000			
EQUIP - PP	0985	PP	Ind - Solids - Lintels/Baffles	GAAP	12/31/2016		20	15,187.74		706.81	0.00000			
EQUIP - PP	0986	PP	Ind - Solids - Transition duct fabricati	GAAP	12/31/2016		20	37,700.07		1,754.47	0.00000			
EQUIP - PP	0987	PP	Ind - Solids - Discharge Stack - 50231.0	GAAP	12/31/2016		20	7,161.95		333.30	0.00000			
EQUIP - PP	0988	PP	Ind - Solids - Refractory Materials	GAAP	12/31/2016		20	1,038,650.47		48,335.04	0.00000			
EQUIP - PP	0989	PP	Ind - Solids - Seal Bar - 54003,54005	GAAP	12/31/2016		20	11,018.39		512.71	0.00000			
EQUIP - PP	0990	PP	Eaton Strainers	GAAP	12/31/2016		20	20,685.60		962.66	0.00000			
EQUIP - PP	0991	PP	Ind - Solids - Pallet removal control pa	GAAP	12/31/2016		20	194.15		8.98	0.00000			
EQUIP - PP	0992	PP	Stone box - 43721 (DRIBBLE BELT CHUTE)	GAAP	12/31/2016		20	1,485.28		69.11	0.00000			
EQUIP - PP	0993	PP	Emergency Discharge Chute - 54007	GAAP	12/31/2016		20	1,485.28		69.11	0.00000			
EQUIP - PP	0994	PP	Ind - Solids - Mechanical Install	GAAP	12/31/2016		20	887,166.83		41,285.55	0.00000			
EQUIP - PP	0995	PP	APC assembly of residual lime bin	GAAP	12/31/2016		20	15,557.41		723.93	0.00000			
EQUIP - PP	0996	PP	Ind - Solids - Washdown Sumps/pumps	GAAP	12/31/2016		20	7,869.36		366.23	0.00000			
EQUIP - PP	0997	PP	Misc. Sm Items	GAAP	12/31/2016		20	526.54		24.54	0.00000			
EQUIP - PP	0998	PP	Wilden Pro-Flo x Double Diaphragm Pump	GAAP	12/31/2016		20	428.51		19.95	0.00000			
EQUIP - PP	0999	PP	Rework Recoup Fan	GAAP	12/31/2016		20	924.69		43.05	0.00000			
EQUIP - PP	1000	PP	Ductwork	GAAP	12/31/2016		20	12,532.05		583.15	0.00000			
EQUIP - PP	1001	PP	Misc. Installation Costs	GAAP	12/31/2016		20	4,538.62		211.22	0.00000			
EQUIP - PP	1002	PP	Lintel Cooling Water Tank	GAAP	12/31/2016		20	9,807.57		456.40	0.00000			

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 29 of 32										By Location	
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life Year	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount		
EQUIP - PP	1003	PP	Lintel Cooling Water Heat Exchanger	GAAP	12/31/2016	20	5,729.56	266.67	0.00000		
EQUIP - PP	1004	PP	Service Cooling Water Cooling Tower	GAAP	12/31/2016	20	10,247.10	476.89	0.00000		
EQUIP - PP	1013	PP	Hood Exhaust Fan to Stack Ductwork Fabri	GAAP	12/31/2016	20	1,412,033.52	65,710.94	0.00000		
EQUIP - PP	1014	PP	HCA Tempering Damper and Duct Supports	GAAP	12/31/2016	20	278,304.04	12,951.25	0.00000		
EQUIP - PP	1015	PP	Stack Fabrication	GAAP	12/31/2016	20	319,283.07	14,858.33	0.00000		
EQUIP - PP	1016	PP	Ind - Gas - Hood Seal Fan (40 HP)	GAAP	12/31/2016	20	3,291.12	153.12	0.00000		
EQUIP - PP	1017	PP	Ind - Gas - Hood Seals - Single and Doub	GAAP	12/31/2016	20	22,036.77	1,025.53	0.00000		
EQUIP - PP	1018	PP	Ind - Gas - APC & Mechanical Install	GAAP	12/31/2016	20	1,029,562.37	47,912.14	0.00000		
EQUIP - PP	1019	PP	Ind - Gas - WBE Header Vent Door	GAAP	12/31/2016	20	2,038.40	94.86	0.00000		
EQUIP - PP	1020	PP	Ind - Gas - WBR Header Vent Door	GAAP	12/31/2016	20	2,038.40	94.86	0.00000		
EQUIP - PP	1021	PP	K Inlets	GAAP	12/31/2016	20	1,524.28	70.98	0.00000		
EQUIP - PP	1022	PP	Ind - Gas - WBE Poll.Cont. Eq./GSA - APC	GAAP	12/31/2016	20	1,518,333.57	70,657.74	0.00000		
EQUIP - PP	1023	PP	Ind - Gas - UDD Fan (3500HP) - INCL MOTO	GAAP	12/31/2016	20	516,219.53	24,023.01	0.00000		
EQUIP - PP	1029	PP	High Speed Loadout systems	GAAP	12/31/2016	20	158,187.66	7,361.47	0.00000		
EQUIP - PP	1030	PP	Conveyors	GAAP	12/31/2016	20	70,619.15	3,286.35	0.00000		
EQUIP - PP	1031	PP	Grizzly	GAAP	12/31/2016	20	1,678.65	78.10	0.00000		
EQUIP - PP	1032	PP	Conveyor P-3 (715')	GAAP	12/31/2016	20	106,763.95	4,968.37	0.00000		
EQUIP - PP	1033	PP	Reversing Conveyor P-4 (58')	GAAP	12/31/2016	20	9,801.77	456.12	0.00000		
EQUIP - PP	1034	PP	Bin 43523	GAAP	12/31/2016	20	184,159.32	8,570.06	0.00000		
EQUIP - PP	1035	PP	Overflow Chute 43122	GAAP	12/31/2016	20	11,453.15	532.97	0.00000		
EQUIP - PP	1036	PP	Reclaim Hopper 43525	GAAP	12/31/2016	20	3,349.59	155.85	0.00000		
EQUIP - PP	1037	PP	Product Storage Silos (2)	GAAP	12/31/2016	20	93,702.01	4,360.56	0.00000		
EQUIP - PP	1038	PP	Mechanical Install	GAAP	12/31/2016	20	266,794.57	12,415.65	0.00000		
EQUIP - PP	1039	PP	Dust Collector Steel Erection	GAAP	12/31/2016	20	11,772.60	547.90	0.00000		
EQUIP - PP	1048	PP	Dust Recycle Bin Vent	GAAP	12/31/2016	20	984.05	45.84	0.00000		
EQUIP - PP	1049	PP	Bentonite Recycle Bin Vent	GAAP	12/31/2016	20	983.94	45.78	0.00000		
EQUIP - PP	1050	PP	Pellet Train #1	GAAP	12/31/2016	20	4,586.29	213.42	0.00000		
EQUIP - PP	1051	PP	Dust Recycle Surge Bin Vent	GAAP	12/31/2016	20	983.94	45.78	0.00000		
EQUIP - PP	1052	PP	50205 Mixer Bhouse - 25000cfm	GAAP	12/31/2016	20	8,968.98	417.42	0.00000		
EQUIP - PP	1053	PP	50206 Fluxstone Baghouse - 14000 ACFM	GAAP	12/31/2016	20	5,634.73	262.22	0.00000		
EQUIP - PP	1054	PP	50207 Coke Breeze Baghouse - 3000 ACFM	GAAP	12/31/2016	20	9,661.14	449.64	0.00000		
EQUIP - PP	1055	PP	Pellet Train #2	GAAP	12/31/2016	20	16,004.98	744.85	0.00000		
EQUIP - PP	1056	PP	50231 Machine Discharge Bhouse - 64000cf	GAAP	12/31/2016	20	12,354.68	574.97	0.00000		
EQUIP - PP	1057	PP	50230 HL SEPARATION Bhouse - 12000cfm	GAAP	12/31/2016	20	6,056.01	281.88	0.00000		
EQUIP - PP	1058	PP	Dumper Dust Collection - 60,000 acfm	GAAP	12/31/2016	20	16,180.39	752.94	0.00000		
EQUIP - PP	1059	PP	Valves	GAAP	12/31/2016	20	3,451.85	160.60	0.00000		
EQUIP - PP	1060	PP	Screw Conveyor	GAAP	12/31/2016	20	1,690.55	78.70	0.00000		
EQUIP - PP	1061	PP	HL Bin Baghouse	GAAP	12/31/2016	20	6,868.89	319.69	0.00000		
EQUIP - PP	1062	PP	LD Bin Vent	GAAP	12/31/2016	20	983.97	45.80	0.00000		
EQUIP - PP	1063	PP	Baghouse Fans	GAAP	12/31/2016	20	15,238.01	709.14	0.00000		
EQUIP - PP	1064	PP	Indurating Machine Discharge Fan	GAAP	12/31/2016	20	2,539.67	118.15	0.00000		
EQUIP - PP	1065	PP	HDC - Duct fab & Install	GAAP	12/31/2016	20	95,261.74	4,433.09	0.00000		
EQUIP - PP	1066	PP	Pnuematic Dust Conveying System	GAAP	12/31/2016	20	84,861.91	3,949.11	0.00000		
EQUIP - PP	1067	PP	HDC - Mechanical install	GAAP	12/31/2016	20	75,286.32	3,503.57	0.00000		
EQUIP - PP	1072	PP	Wells	GAAP	12/31/2016	20	29.20	1.35	0.00000		
EQUIP - PP	1073	PP	Fire Water Pump	GAAP	12/31/2016	20	5,190.70	241.51	0.00000		
EQUIP - PP	1074	PP	Fire Water Piping	GAAP	12/31/2016	20	48,473.59	2,255.84	0.00000		
EQUIP - PP	1075	PP	Fire System Installation	GAAP	12/31/2016	20	26,777.98	1,246.15	0.00000		
EQUIP - PP	1076	PP	Water Treatment System	GAAP	12/31/2016	20	26,967.50	1,254.96	0.00000		
EQUIP - PP	1081	PP	Utilities - Water Process Piping / Insta	GAAP	12/31/2016	20	332,898.83	15,491.93	0.00000		
EQUIP - PP	1082	PP	Primary Electrical	GAAP	12/31/2016	20	2,011,007.63	93,585.03	0.00000		
EQUIP - PP	1083	PP	General Electrical	GAAP	12/31/2016	20	94,321.71	4,389.39	0.00000		
EQUIP - PP	1084	PP	Building Lighting / Electrification	GAAP	12/31/2016	20	7,779.98	362.07	0.00000		

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 30 of 32																
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life	Years	Net Book Value (Purchase Basis)	Current Run	Depreciator	YTD Depreciation	Amount	By Location			
EQUIP - PP	1085	PP	Unallocated Power Distribution	GAAP	12/31/2016		20	932,904.72	43,413.98			0.00000				
EQUIP - PP	1086	PP	Electrical Tools	GAAP	12/31/2016		20	5,072.89	236.12			0.00000				
EQUIP - PP	1087	PP	Automation Package	GAAP	12/31/2016		20	24,765.49	1,152.45			0.00000				
EQUIP - PP	1088	PP	Miscellaneous Electrical	GAAP	12/31/2016		20	455,774.46	21,210.07			0.00000				
EQUIP - PP	1089	PP	Substation Stone	GAAP	12/31/2016		20	46,185.44	2,149.33			0.00000				
EQUIP - PP	1090	PP	Ultrapyc 1200 e & Gas regulator	GAAP	12/31/2016		20	1,490.79	69.33			0.00000				
EQUIP - PP	1091	PP	Blaine Air	GAAP	12/31/2016		20	1,411.46	65.73			0.00000				
EQUIP - PP	1093	PP	Muffle Furnace	GAAP	12/31/2016		20	1,821.12	84.73			0.00000				
EQUIP - PP	1094	PP	Quadbeam/Immersion sensor	GAAP	12/31/2016		20	1,264.27	58.88			0.00000				
EQUIP - PP	1095	PP	Survey meter	GAAP	12/31/2016		20	113.67	5.29			0.00000				
EQUIP - PP	1096	PP	Compression Tester	GAAP	12/31/2016		20	7,286.46	339.03			0.00000				
EQUIP - PP	1097	PP	Balling Machine	GAAP	12/31/2016		20	409.22	19.09			0.00000				
EQUIP - PP	1098	PP	Vibratory Pulverizer	GAAP	12/31/2016		20	916.86	42.64			0.00000				
EQUIP - PP	1099	PP	P2 Lienar Drive Sampler	GAAP	12/31/2016		20	12,472.81	580.43			0.00000				
EQUIP - PP	1100	PP	Lab Hood	GAAP	12/31/2016		20	1,636.34	76.14			0.00000				
EQUIP - PP	1101	PP	Lab Testing	GAAP	12/31/2016		20	1,756.88	81.75			0.00000				
EQUIP - PP	1102	PP	Rotap & Screens Particle Size Separation	GAAP	12/31/2016		20	619.27	28.80			0.00000				
EQUIP - PP	1103	PP	Pressure Filter	GAAP	12/31/2016		20	621.32	28.96			0.00000				
EQUIP - PP	1104	PP	Sieve	GAAP	12/31/2016		20	140.34	6.54			0.00000				
EQUIP - PP	1105	PP	Microsplitter & Test Screen	GAAP	12/31/2016		20	618.88	28.81			0.00000				
EQUIP - PP	1106	PP	Drum Tumbler	GAAP	12/31/2016		20	1,762.94	82.05			0.00000				
EQUIP - PP	1107	PP	Supplies	GAAP	12/31/2016		20	1,625.99	75.64			0.00000				
EQUIP - PP	1108	PP	Moisture Meters	GAAP	12/31/2016		20	380.09	17.66			0.00000				
EQUIP - PP	1109	PP	Computers for Lab	GAAP	12/31/2016		20	1,101.84	51.23			0.00000				
EQUIP - PP	1110	PP	Turbidity Meter	GAAP	12/31/2016		20	89.58	4.15			0.00000				
EQUIP - PP	1111	PP	Muffle Furnace	GAAP	12/31/2016		20	276.34	12.86			0.00000				
EQUIP - PP	1112	PP	Gibson Screen	GAAP	12/31/2016		20	425.20	19.76			0.00000				
EQUIP - PP	1113	PP	Floc Test	GAAP	12/31/2016		20	223.89	10.41			0.00000				
EQUIP - PP	1114	PP	Misc Lab Equipment	GAAP	12/31/2016		20	216.34	10.04			0.00000				
EQUIP - PP	1115	PP	Misc Lab Equipment	GAAP	12/31/2016		20	31.60	1.47			0.00000				
EQUIP - PP	1116	PP	Cabinets	GAAP	12/31/2016		20	221.65	10.26			0.00000				
EQUIP - PP	1117	PP	Lab Samples	GAAP	12/31/2016		20	115.00	5.37			0.00000				
EQUIP - PP	1118	PP	Misc Lab Equipment	GAAP	12/31/2016		20	516.26	24.08			0.00000				
EQUIP - PP	1119	PP	Pulp Density Scale	GAAP	12/31/2016		20	213.62	9.95			0.00000				
EQUIP - PP	1120	PP	Lab Samples	GAAP	12/31/2016		20	78.23	3.65			0.00000				
EQUIP - PP	1121	PP	Iron Ore subscriptions	GAAP	12/31/2016		20	87.71	4.10			0.00000				
EQUIP - PP	1122	PP	Density Scale	GAAP	12/31/2016		20	139.00	6.45			0.00000				
EQUIP - PP	1123	PP	Insulated Glass for Lab	GAAP	12/31/2016		20	131.61	6.18			0.00000				
EQUIP - PP	1124	PP	Misc Lab Equipment	GAAP	12/31/2016		20	104.95	4.93			0.00000				
EQUIP - PP	1125	PP	Misc Lab Equipment	GAAP	12/31/2016		20	94.43	4.44			0.00000				
EQUIP - PP	1126	PP	Chemical Containers	GAAP	12/31/2016		20	1,066.01	49.59			0.00000				
EQUIP - PP	1127	PP	Lab Items	GAAP	12/31/2016		20	807.32	37.57			0.00000				
EQUIP - PP	1128	PP	Seal Block on Lab	GAAP	12/31/2016		20	881.47	41.03			0.00000				
EQUIP - PP	1129	PP	Lab Supplies	GAAP	12/31/2016		20	846.64	39.39			0.00000				
EQUIP - PP	1130	PP	Radiation Safety	GAAP	12/31/2016		20	96.17	4.42			0.00000				
EQUIP - PP	1131	PP	Lab Water	GAAP	12/31/2016		20	28.41	1.34			0.00000				
EQUIP - PP	1132	PP	Misc Lab Equipment	GAAP	12/31/2016		20	295.80	13.71			0.00000				
EQUIP - PP	1133	PP	Misc Lab Equipment	GAAP	12/31/2016		20	295.80	13.71			0.00000				
EQUIP - PP	1147	PP	Drop In Pinion & Trommel Assembly	GAAP	12/31/2016		20	29,741.43	1,384.04			0.00000				
EQUIP - PP	1148	PP	Spare Part Kit - 20132011	GAAP	12/31/2016		20	263.24	12.26			0.00000				
EQUIP - PP	1149	PP	Indurating Spare Pallet Car	GAAP	12/31/2016		20	12,535.00	583.37			0.00000				
EQUIP - PP	1331	PP	Automation - Control System	GAAP	12/31/2016		20	267,199.48	12,261.82			0.00000				
EQUIP - PP	1332	PP	Air Pollution - Control System	GAAP	12/31/2016		20	129,531.15	5,944.17			0.00000				

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 31 of 32											
Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life Years	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount	By Location	
EQUIP - PP	1333	PP	Ductwork	GAAP	12/31/2016	20	154,406.61	7,085.77	0.00000		
EQUIP - PP	1352	PP	Plant Equip - Capitalized Interest PP	GAAP	12/31/2016	20	1,589.58	72.90	0.00000		
EQUIP - PP	1357	PP	Glycerin Project JLO-15001	GAAP	12/31/2016	15	3,442.25	201.85	0.00000		
EQUIP - PP	1364	PP	Piping Insulation	GAAP	12/31/2016	20	5,025.01	218.48	0.00000		
EQUIP - PP	1365	PP	Pallet Re-Build Station PP-15001	GAAP	12/31/2016	20	1,453.05	62.85	0.00000		
EQUIP - PP	1366	PP	GP-2 Conveyor Scale Install PP-15002	GAAP	12/31/2016	20	13,631.60	584.97	0.00000		
EQUIP - PP	1367	PP	Winterization for GSA PP-15003	GAAP	12/31/2016	20	15,334.57	666.63	0.00000		
EQUIP - PP	1368	PP	Winterize Filter Thickener PP-15004	GAAP	12/31/2016	20	13,906.34	601.98	0.00000		
EQUIP - PP	1369	PP	RR Transfer Tower PP-15005	GAAP	12/31/2016	20	3,347.75	145.57	0.00000		
EQUIP - PP	1370	PP	Organic Binder Feeder Syst PP-15007	GAAP	12/31/2016	20	20,330.41	880.00	0.00000		
EQUIP - PP	1371	PP	Water Treatmenrt & Indurating PP-15009	GAAP	12/31/2016	20	5,562.53	241.83	0.00000		
EQUIP - PP	1372	PP	Process Wash - Indurating PP-15009	GAAP	12/31/2016	20	3,932.65	170.98	0.00000		
EQUIP - PP	1373	PP	Balling 74' Level PP-15009	GAAP	12/31/2016	20	9,450.63	410.91	0.00000		
EQUIP - PP	1374	PP	Hearth Layer Fire Water PP-15009	GAAP	12/31/2016	20	232.41	10.15	0.00000		
EQUIP - PP	1376	PP	Thickener & Slurry Tanks (A) PP-15009	GAAP	12/31/2016	20	6,845.17	297.61	0.00000		
EQUIP - PP	1377	PP	Vacuum Disc Filter PP-15009	GAAP	12/31/2016	20	2,358.45	102.57	0.00000		
EQUIP - PP	1378	PP	Process Water Pump House PP-15012	GAAP	12/31/2016	20	3,952.49	171.12	0.00000		
EQUIP - PP	1379	PP	Water OPMCC01	GAAP	12/31/2016	20	817.62	35.50	0.00000		
EQUIP - PP	1380	PP	Car Dumper - Cleanup Miniveyor PP-16006	GAAP	12/31/2016	20	1,750.63	74.77	0.00000		
EQUIP - PP	1381	PP	Thickener & Slurry Tanks (B) PP-15009	GAAP	12/31/2016	20	4,146.37	180.29	0.00000		
EQUIP - PP	1383	PP	Process Wash-Indurating 13 Lvl PP-15009	GAAP	12/31/2016	20	1,571.12	68.35	0.00000		
EQUIP - PP	1397	PP	Utility Process Piping Inside Bldg	GAAP	12/31/2016	20	4,844.84	206.10	0.00000		
EQUIP - PP	1398	PP	100' Thickener	GAAP	12/31/2016	20	7,468.14	317.70	0.00000		
EQUIP - PP	1399	PP	Structural Steel	GAAP	12/31/2016	20	44,896.30	1,909.98	0.00000		
EQUIP - PP	1400	PP	Siding/Roofing/Insulation	GAAP	12/31/2016	20	8,418.67	358.12	0.00000		
EQUIP - PP	1401	PP	Utility Process Piping - Outside	GAAP	12/31/2016	20	2,227.02	94.75	0.00000		
EQUIP - PP	1402	PP	Vacuum Pumps (7) - 42901 A-E	GAAP	12/31/2016	20	4,487.05	190.87	0.00000		
EQUIP - PP	1403	PP	Conveyors	GAAP	12/31/2016	20	71,676.22	3,049.22	0.00000		
EQUIP - PP	1404	PP	Balling - Discs	GAAP	12/31/2016	20	101,987.95	4,338.78	0.00000		
EQUIP - PP	1405	PP	Building - Lighting	GAAP	12/31/2016	20	25,627.52	1,090.25	0.00000		
EQUIP - PP	1406	PP	Indurating	GAAP	12/31/2016	20	38,222.48	1,626.08	0.00000		
EQUIP - PP	1408	PP	MSHA Code Repairs	GAAP	12/31/2016	20	152,644.95	6,493.77	0.00000		
EQUIP - PP	1409	PP	Fire Water Piping	GAAP	12/31/2016	20	4,652.58	197.92	0.00000		
EQUIP - PP	1410	PP	Electrical	GAAP	12/31/2016	20	166,844.29	7,097.87	0.00000		
EQUIP - PP Total							22,655,950.14				
LAND - PP	0767	PP	Demolition	GAAP	12/31/2016	20	283,353.46		0.00000		
LAND - PP	0768	PP	Earthwork	GAAP	12/31/2016	20	836,864.01		0.00000		
LAND - PP	0769	PP	Fencing	GAAP	12/31/2016	20	51,431.32		0.00000		
LAND - PP	0770	PP	Roads and Surfacing	GAAP	12/31/2016	20	118,109.33		0.00000		
LAND - PP	0771	PP	Storm Drainage	GAAP	12/31/2016	20	151,263.28		0.00000		
LAND - PP	0772	PP	Utilities	GAAP	12/31/2016	20	3,587.24		0.00000		
LAND - PP	0773	PP	Rail Spur	GAAP	12/31/2016	10	4,269,660.64		0.00000		
LAND - PP	0774	PP	Warehouse Building	GAAP	12/31/2016	20	1,293,879.45		0.00000		
LAND - PP	0775	PP	Site Stone	GAAP	12/31/2016	20	1,914,455.74		0.00000		
LAND - PP Total							8,922,604.47				
MOBILE - PP	1141	PP	2006 Mitsubishi FGC3ON forlift w 48" for	GAAP	12/31/2016	7	1,999.72	154.13	0.00000		
MOBILE - PP	1411	PP	1999 Suzuki Mini-truck SN #DB52T-103549	GAAP	6/12/2017	7	6,915.00			Addition 6-17	
MOBILE - PP	1142	PP	(2) RTV900 XTG-H Kubota vehicles (diesel	GAAP	12/31/2016	7	999.86	347.75	0.00000	Kubota Sale	
MOBILE - PP	1143	PP	(2) RTV900 XTG-H Diesel	GAAP	12/31/2016	7	-	347.75	0.00000	Kubota Sale	
MOBILE - PP	1144	PP	(2) RTV900 XTG-H Diesel	GAAP	12/31/2016	7	-	347.75	0.00000	Kubota Sale	
MOBILE - PP	1145	PP	6 mos svc Kubotas	GAAP	12/31/2016	7	178.12	282.73	0.00000	Kubota Sale	
MOBILE - PP Total							10,092.70				
VEHICLE - PP	1138	PP	2004 GMC Sierra 1500, VIN: 1GTEK14T54E19	GAAP	12/31/2016	3	-	244.63	0.00000	Pickup Sale	

Case 18-50378 Doc 253 Filed 10/17/18 Entered 10/17/18 14:38:00 Desc Main Document Page 32 of 32

Asset Class ID	Asset ID	Location	Asset Description	Book ID	Valuation Date	Original Life Years	Net Book Value (Purchase Basis)	Current Run Depreciator	YTD Depreciation Amount	By Location
VEHICLE - PP	1139	PP	2000 Ford Ranger Extended Cab	GAAP	12/31/2016	3	123.63	136.13	0.00000	
VEHICLE - PP	1140	PP	2005 Chev Suburban, VIN: 3GNFK16Z55G2906	GAAP	12/31/2016	3	397.98	438.36	0.00000	
VEHICLE - PP Total							521.62			47,567,570.47 Pellet Plant